

**SUPERIOR COURT
OF THE
STATE OF DELAWARE**

JAMES T. VAUGHN, JR.
PRESIDENT JUDGE

KENT COUNTY COURT HOUSE
38 THE GREEN
DOVER, DELAWARE 19901

April 29, 2009

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***Re: Mason v. Redline Transport Corp.
C.A. No. 06C-01-020 (JTV)***

Dear Counsel:

Upon consideration of the plaintiff's motion to vacate the dismissal of the action as to U.S. Cold Storage, a review of the record shows that the stipulation was signed only by the plaintiff and U.S. Cold Storage. There is no record that the stipulation was approved by the Court. Under Rule 41(a), a voluntary dismissal by the plaintiff is done by filing a stipulation of dismissal signed by all the parties who have appeared in the action. The stipulation is not signed by Redline Transport Corp. or Ronnell Nichols, both of whom had appeared in the action prior to the stipulation being filed. I, therefore, conclude that the stipulation of dismissal is ineffective, that U.S. Cold Storage has never been dismissed from the action, and that it continues to be a party to the action. Therefore, the plaintiff's motion to vacate the dismissal is *moot*. I need not address whether the motion would have been granted had U.S. Cold Storage been effectively dismissed from the case.

IT IS SO ORDERED.

/s/ James T. Vaughn, Jr.

JTVJr:dfm

oc: Prothonotary

cc: Order Distribution

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